

## AIR TRANSPORT SERVICES

*Interim agreement signed at Vienna October 8, 1947, with annex*

*Entered into force October 8, 1947*

*Superseded by agreement of June 23, 1966*<sup>1</sup>

61 Stat. 3241; Treaties and Other  
International Acts Series 1659

### INTERIM AIR TRANSPORT AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE AUSTRIAN FEDERAL GOVERNMENT

Having in mind, on the one hand, the Moscow Declaration<sup>2</sup> regarding Austria issued by the Moscow Conference of 19–30 October, 1943, to which the Governments of the United States of America, the United Kingdom of Great Britain and Northern Ireland, and the Union of Soviet Socialist Republics were parties and, on the other hand, the authority granted to the Austrian Federal Government to conclude international agreements subject to the provisions of the “Control Agreement for Austria”,<sup>3</sup> effective 28 June 1946;

Having in mind further the resolution recommending a standard form of agreement for provisional air routes and services, included in the Final Act of the International Civil Aviation Conference signed at Chicago on 7 December 1944, and the desirability of mutually stimulating and promoting the sound economic development of air transportation between the Republic of Austria and the United States of America;

The two Governments parties to this arrangement agree that the development of regular air transport services between their respective territories shall be governed by the following provisions:

#### ARTICLE I

The Contracting Parties grant the rights specified in the Annex hereto necessary for establishment of the regular international civil air routes and services therein described, whether such services be inaugurated immediately, or at a later date due to: (a) the option of the Contracting Parties to whom

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<sup>1</sup> 17 UST 1089; TIAS 6066.

<sup>2</sup> *Ante*, vol. 3, p. 827.

<sup>3</sup> TIAS 2097, *ante*, vol. 4, p. 79.

the rights are granted; or (b) limitations imposed through the regulatory powers of the Allied Council as established by the "Control Agreement for Austria" which was effective on 28 June 1946 as may be amended; or (c) by any later control agreements which may be reached between the Occupying Powers.

#### ARTICLE II

Subject to the provisions of this Agreement, each of the air services so described shall be placed in operation as soon as the Contracting Party to whom the rights have been granted by Article I to designate an airline or airlines for the route concerned has authorized an airline for such route, and the Contracting Party granting the right shall, subject to Article VI hereof, be bound to give the appropriate operating permission to the airline or airlines concerned; provided that the airlines so designated may be required to qualify before the competent aeronautical authorities of the Contracting Party granting the rights under the laws and regulations normally applied by these authorities before being permitted to engage in the operations contemplated by this Agreement. In areas of hostilities or of military occupation, or in areas affected thereby, such operations shall be subject to the approval of the competent military authorities.

#### ARTICLE III

In order to prevent discriminatory practices and assure equality of treatment, it is agreed that:

(a) Each of the Contracting Parties grants to the designated airline or airlines of the other Contracting Party the right to use its commercial airports at the points designated in the Annex hereto, on an equal and non-discriminatory basis with national or foreign airlines engaged in international operations.

(b) Each of the Contracting Parties may impose or permit to be imposed just and reasonable charges for the use of public airports and other facilities under its control. Each of the Contracting Parties agrees, however, that these charges shall not be higher than would be paid for the use of such airports and facilities by its national aircraft engaged in similar international services.

(c) Fuel, lubricating oils and spare parts introduced into the territory of one Contracting Party by the other Contracting Party or its nationals, and intended solely for use by aircraft of the airlines of such Contracting Party shall, with respect to the imposition of customs duties, inspection fees or other national duties or charges by the Contracting Party whose territory is entered, be accorded the same treatment as that applying to national airlines and to airlines of the most-favored-nation.

(d) The fuel, lubricating oils, spare parts, regular equipment and aircraft stores retained on board civil aircraft of the airlines of one Contracting Party authorized to operate the routes and services described in the Annex shall, upon arriving in or leaving the territory of the other Contracting Party, be exempt from customs, inspection fees or similar duties or charges, even though such supplies be used or consumed by such aircraft on flights in that territory.

#### ARTICLE IV

Certificates of airworthiness, certificates of competency and licenses issued or rendered valid by one Contracting Party shall be recognized as valid by the other Contracting Party for the purpose of operating the routes and services described in the Annex. Each Contracting Party reserves the right, however, to refuse to recognize, for the purpose of flight above its own territory, certificates of competency and licenses granted to its own nationals by another state.

#### ARTICLE V

(a) The laws and regulations of one Contracting Party relating to the admission to or departure from its territory of aircraft engaged in international air navigation, or to the operation and navigation of such aircraft while within its territory, shall be applied to the aircraft of the other Contracting Party, and shall be complied with by such aircraft upon entering or departing from or while within the territory of the first Party.

(b) The laws and regulations of one Contracting Party as to the admission to or departure from its territory of passengers, crew, or cargo of aircraft, such as regulations relating to entry, clearance, immigration, passports, customs, and quarantine shall be complied with by or on behalf of such passengers, crew or cargo of the other Contracting Party upon entrance into or departure from, or while within the territory of the first Party.

#### ARTICLE VI

Notwithstanding the provisions of Article XI of this Agreement, each Contracting Party reserves the right to withhold or revoke the exercise of the rights specified in the Annex to this Agreement by an airline designated by the other Contracting Party in the event that it is not satisfied that substantial ownership and effective control of such airline are vested in nationals of the other Contracting Party, or in case of failure by such airline or the government designating such airline, to comply with the laws and regulations referred to in Article V hereof, or otherwise to perform its obligations hereunder, or to fulfil the conditions under which the rights are granted in accordance with this Agreement and its Annex.

## ARTICLE VII

This Agreement and all contracts connected therewith shall be registered with the International Civil Aviation Organization.

## ARTICLE VIII

In the event either of the Contracting Parties considers it desirable to modify the routes or conditions set forth in the attached Annex, it may request consultation between the competent authorities of both Contracting Parties, such consultation to begin within a period of sixty days from the date of the request. When these authorities mutually agree on new or revised conditions affecting the Annex, their recommendations on the matter will come into effect after they have been confirmed by an exchange of diplomatic notes.

## ARTICLE IX

Except as otherwise provided in this Agreement or its Annex, any dispute between the Contracting Parties relative to the interpretation or application of this Agreement or its Annex, which cannot be settled through consultation, shall be submitted for an advisory report to a tribunal of three arbitrators, one to be named by each Contracting Party, and the third to be agreed upon by the two arbitrators so chosen, provided that such third arbitrator shall not be a national of either Contracting Party. Each of the Contracting Parties shall designate an arbitrator within two months of the date of delivery by either Party to the other Party of a diplomatic note requesting arbitration of a dispute; and the third arbitrator shall be agreed upon within one month after such period of two months. If the third arbitrator is not agreed upon within the time limitation indicated, the vacancy thereby created shall be filled by the appointment of a person, designated by the President of the Council of the International Civil Aviation Organization, from a panel of arbitral personnel maintained in accordance with the practice of the International Civil Aviation Organization. The executive authorities of the Contracting Parties will use their best efforts under the powers available to them to put into effect the opinion expressed in any such advisory report. A moiety of the expenses of the arbitral tribunal shall be borne by each party.

## ARTICLE X

This Agreement, including the provisions of the Annex thereto, will come into force on the day it is signed.

## ARTICLE XI

Either Contracting Party may at any time give notice to the other of its intention to terminate this Agreement. Such notice shall be simultaneously communicated to the International Civil Aviation Organization. If such notice is given, this Agreement shall terminate one year after the date of

receipt of such notice by the Contracting Party, unless such notice is, by mutual assent of both Contracting Parties, withdrawn. In the absence of acknowledgment by the other Contracting Party specifying an earlier date of receipt, notice shall be deemed to have been received 14 days after the receipt of the notice by the International Civil Aviation Organization.

## ARTICLE XII

This Agreement, including the provisions of the Annex thereto, shall, subject to the provisions for termination of the Agreement contained in Article XI above, remain in force from its effective date until such time as it is replaced by a permanent air transport agreement which may be negotiated between the Contracting Parties subsequent to the entry into force of a treaty between the Allied Powers and Austria.

In witness whereof the undersigned, being duly authorized by their respective Governments, have signed this Agreement in duplicate, in the English and German languages, each of which shall be of equal authenticity.

For the Government of the United States of America:

JOHN G. ERHARDT,

*Envoy Extraordinary and Minister Plenipotentiary*

For the Austrian Federal Government:

DR. KARL GRUBER,

*Federal Minister for Foreign Affairs*

[SEAL]

VIENNA, AUSTRIA

*October 8, 1947*

## ANNEX OF INTERIM AIR TRANSPORT AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE AUSTRIAN FEDERAL GOVERNMENT

### SECTION I

It is agreed between the Contracting Parties:

A. That the designated airlines of the two Contracting Parties operating on the routes described in this Annex shall enjoy fair and equal opportunity for the operation of the said routes.

B. That the air transport capacity offered by the designated airlines of both countries shall bear a close relationship to traffic requirements.

C. That in the operation of common sections of trunk routes, described in the present Annex, the designated airlines of the Contracting Parties shall take

into account their reciprocal interests so as not to affect unduly their respective services.

D. That the services provided by a designated airline under this Agreement and its Annex shall retain as their primary objective the provision of capacity adequate to the traffic demands between the country of which such airline is a national and the country of ultimate destination of the traffic.

E. That the right to embark and to disembark at points in the territory of the other country international traffic destined for or coming from third countries at a point or points specified in this Annex, shall be applied in accordance with the general principles of orderly development to which both Governments subscribe and shall be subject to the general principle that capacity shall be related:

1. To traffic requirements between the country of origin and the countries of destination;
2. To the requirements of through airline operation; and
3. To the traffic requirements of the area through which the designated airline passes after taking account of local and regional services.

F. That the appropriate aeronautical authorities of each of the Contracting Parties will consult from time to time, or at the request of one of the Parties, to determine the extent to which the principles set forth in paragraphs A to E inclusive of this section are being followed by the airlines designated by the Contracting Parties. When these authorities agree on further measures necessary to give these principles practical application, the executive authorities of each of the Contracting Parties will use their best efforts under the powers available to them to put such measures into effect.

## SECTION II

A. Airlines of the United States of America authorized under the present Agreement are accorded rights of transit and non-traffic stop in Austrian territory, as well as the right to pick up and discharge international traffic in passengers, cargo and mail at Vienna (or such additional Austrian customs airports as may be agreed upon) on the following route in both directions:

The United States, via intermediate points, to Austria and beyond.

On the above intercontinental route the airline or airlines designated to operate such route may operate non-stop flights between any of the points on such intercontinental route omitting stops at one or more of the other points on such route.

B. Airlines of the Republic of Austria authorized under the present Agreement are accorded rights of transit and non-traffic stop in the United States territory, as well as the right to pick up and discharge international traffic in passengers, cargo and mail at a point in the United States on a route to be agreed upon between the Contracting Parties at a later date.

On the above intercontinental route the airline or airlines designated to operate such route may operate non-stop flights between any of the points on such intercontinental route omitting stops at one or more of the other points on such route.